

## PHONE TLD REGISTRATION POLICY

**This Registration Policy sets forth the criteria, which all applications for TLD domain names must meet, and the process and rules that all Registrants must follow to register a domain name in the TLD.**

### 1. ELIGIBILITY

To support the mission and purpose of the TLD, in order to register or renew a domain name in the TLD, Registrants must (as determined by the Registry in its sole and exclusive right):

- Own, be connected to, employed by, associated with, or affiliated with the Registry and its Affiliates; (ii) be an individual, association, or entity that has a meaningful nexus (as determined by the Registry in its sole and exclusive right) with the broadcasting or production of television or media content; or (iii) a Qualified Applicant.
- Possess a *bona fide* intention to use the domain name in supporting the mission and purpose of the TLD.

### 2. NAME SELECTION REQUIREMENTS

There should be a clear and logical nexus between the activities of the Registrant, the intended use of the domain and the domain name being registered. Registrants shall have a *bona fide* intention to use the Domain name in supporting the mission and purpose of the TLD.

Registry Operator has initially identified the following non-exclusive domain name classifications and additional restrictions applicable to Registrants when registering a domain name in the TLD:

- **Sunrise Registrations:** Domain names allocated during the TLD Sunrise Phase will be Sunrise Registrations and must comply with ICANN and Trademark Clearinghouse requirements as well as the TLD Registry Policies. Additional Premium fees may apply to Sunrise Registrations.
- **Standard Registrations:** This is the default classification for domain name registration that applies to domain names that are not Premium or Reserved (as defined below). The default allocation mechanism in connection with Standard Registrations is First-Come, First-Served. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms (defined below).
- **Premium Domain Name Registrations:** "Premium" domain names are those identified by the Registry, in its sole discretion, that possess added value or substantial meaning in relation to any location, generic word, class or type of good, service or other thing. The default allocation mechanism in connection with Premium domain names is either First-Come, First-Served, Auction, or RFP. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms.

- **Reserved Names:** "Reserved Names" are any names which are ineligible for registration due to ICANN restrictions or Registry designation. Reserved Names include, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time.
- **Registry Designated Names:** Registry Designated Names are any names designated by Registry (plus their IDN variants, where applicable) in accordance with Section 2 and Specification 5, Section 3.2 of the Registry Agreement (between the .PHONE Registry Operator and ICANN) necessary for the operation or the promotion of TLD.

Domain names that are likely to deceive, disparage or cause a material detriment to the TLD, its community, its customers or Internet users, as determined by the Registry Operator in its sole discretion, are explicitly prohibited.

### 3. DOMAIN NAME REGISTRATION APPLICATIONS & REGISTRATIONS

At the time of applying or otherwise requesting to register an available (not reserved or restricted) domain name in the TLD, the Registry, in its sole discretion, may require prospective Registrants to submit materials demonstrating that they meet the Registry's criteria for qualification to register domain names in the TLD (a "Registration Application").

The Registry will not accept a Registration Application or a request for a .PHONE domain name unless the desired domain name meets the following basic technical and syntax requirements:

- a maximum of 63 characters (after its conversion into the ASCII for IDNs);
- must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- cannot begin or end with a hyphen;
- cannot contain labels with hyphens in the third and fourth character positions
- (e.g., "bq--lk2n4h4b" or "xn--ndk061n") unless the domain name is an IDN in which case the IDN EPP Extension must be passed containing the IDN-Table identifier and the corresponding name in Unicode (uname); and
- any additional technical requirements as required by the Registry from time to time.

Domain names will be registered and released to Registrants only through Registrars, or otherwise in accordance with Registry Policies and ICANN Requirements.

### 4. VERIFICATION OF REGISTRANT INFORMATION

The Registry, in its sole discretion, may impose proactive and retroactive procedures to ensure that Registrants comply with all Registration Application requirements, other eligibility criteria and TLD Registry Policies, including this Registration Policy. The Registry may process and verify information and warranties included in Registration Applications and other requests for domain names in the TLD, including without limitation qualification under the eligibility and name selection requirements, prior to a domain name being granted. Additionally, the Registry, in its sole discretion, from time to time, may

retroactively verify the eligibility and name selection criteria as they pertain to potential and/or existing Registrants, and accordingly may take any and all actions available pursuant to the Registry Policies, Registration Agreement, and under ICANN policies and applicable law.

The Registry reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a Registration Application or other request for registration, or an existing domain name registration found to be in violation of this Registration Policy, any other TLD Registry Policy, any applicable law, rule or regulation and/or identified as not bearing a sufficient nexus to the intended use of the domain.

For avoidance of doubt, in the event of rejection, revocation, suspension or deletion of a domain name in the TLD, the Registrant shall not be entitled to any reimbursement of registration, application or other fees paid as a result of such rejection, revocation, suspension, or deletion.

## **5. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with a Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules as specified through the Registry-Registrar agreement, and as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a license agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules;
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

## **6. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

## **7. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities;
  - and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

## **8. USE OF SECOND OR THIRD LEVEL IDNS**

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

## 9. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with the Registry's response to Question 22 Geographic Names.

## 10. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## 11. ALLOCATION OF DOMAIN NAME

The Registry may allocate domain names via the following mechanisms: First-Come, First Served; Auction; Request for Proposal; and Registry Designated, as described below. While the default allocation mechanism may differ for each launch phase, the Registry may, in its sole discretion, utilize any means to allocate any domain name in the TLD.

- **First-Come, First-Served (FCFS):** The domain name is awarded to the first eligible Registrant (i.e., the first party to file a request for registration) for the domain name. The Registry's mere acceptance of registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval by Registry of a Registrant's eligibility (via a Registration Application or otherwise) and subsequent allocation of the requested domain name by a Registrar (or the Registry, where appropriate) to the Registrant.
- **Auction:** Multiple simultaneous Registration Applications for available identical domain names may be resolved through an auction between competing Registrants, conducted by a third-party auction provider to be determined by Registry. Additionally, the Registry, in its sole discretion, may allocate certain reserved domain names via auction. No Registrant shall be obligated to participate in an auction; they may choose instead to withdraw their Registration Application or privately resolve contentions.
- **Request for Proposal (RFP):** Registry will accept proposals from Registrants for innovative uses of any reserved domain name. Registry will review and consider such proposals, but

reserves the right to reject any proposal, in its sole discretion. Registry may also impose a fee on any Registrant that chooses to submit or participate in any RFP. Registry is not bound to select a winner among RFP respondents, and may hold the domain name for future allocation.

- **Registry Designated:** Registry may activate and allocate to itself or third-parties certain domain names (plus their IDN variants, where applicable) as allowed under the Registry Agreement.

There are no proprietary rights in the domain name system. A registrant does not "own" a domain name. Instead the Registrant holds a license to use a domain name, for a specified period of time and under certain terms and conditions.

## **12. TERM OF REGISTRATION / RENEWAL**

All TLD registration requests must specify the desired registration period (the "Term"). It is the obligation of the Registrar, and not the Registry, to notify a Registrant in advance of the Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing to the Registrar with a copy of the Request to the Registry.

### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry may implement the business rules for the renewal of Domain Names documented in Appendix 7 of the .Com Registry Agreement, as amended from time to time.

### Pricing

The Registry reserves the right to adjust registry-level pricing for Domain Names in the TLD from time to time in its sole discretion in accordance with ICANN policies, rules and regulations.

### **13. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

### **14. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry and/or Registrar to process personal information and other data required for the operation of the TLD. The Registry and/or Registrar will only use the data for the operation of the TLD including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

### **15. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

### **16. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies with respect to all disputes in connection with the Domain Name.

### **17. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

### **18. AMENDMENTS**

Please note that Registry Operator may amend or modify this Registration Policy from time to

time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on the Registry's Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants and Registrars.

## 19. DEFINITIONS

**Affiliate** *has the same meaning as defined in Registry Agreement.*

**Domain Name** *means a domain name registered directly under the **PHONE** TLD or for which a request or application for registration has been filed with the Registry;*

**ICANN's Dispute Policy** *means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).*

**Registrar** *means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;*

**Registry or Registry Operator** *means DISH DBS Corporation ("DISH");*

**Registry Agreement** *means the agreement between the Registry and ICANN;*

**Registry Rules** *mean:*

- (i) *this Registration Policy; and*
- (ii) *any rules and regulations provided and amended by the Registry from time to time.*

**Registrant** *means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.*

**Qualified Applicants** means (1) Wireline Voice Providers: Facilities-based communications companies providing local telecommunications exchange access services, and/or broadband services to residential, business and other customers in the United States and its territories, which have also contributed to the United States federal Universal Service Fund, as applicable; (2) Wireless Voice Providers: Facilities-based telecommunications companies in the United States and its territories holding a valid wireless license or construction permit to offer commercial mobile service from the Federal Communications Commission (FCC) or other North American regulatory bodies that have also contributed to the federal Universal Service Fund, as applicable; (3) VoIP Voice Providers: Interconnected providers of voice communications over Internet Protocol (IP) networks in the United States and its territories, which have also contributed to the federal Universal Service Fund, as applicable; (4) International Entities: Wireline Providers; Wireless Providers, VoIP Voice Providers outside of the United States and its territories that hold a valid license or permit from a recognized regulatory body in the jurisdiction where they operate; and (5) Other entities providing similar communications services (to those set forth in subparts (1) – (4) above) that hold a valid license or permit from a recognized regulatory body in the jurisdiction where they operate, which have also contributed to the United States federal Universal Service Fund, as applicable.